

ATTACHMENT B

**OWNER / OPERATOR STANDARD CONTRACT
AND CONTRACTUAL PROVISIONS**

AGREEMENT

This **AGREEMENT** entered into between _____
_____(OWNER/OPERATOR) hereinafter referred to as the O/O; and
_____(VENDOR), hereinafter referred to as the Vendor.

WHEREAS, the _____(O/O) is in need of
Underground or Above Ground Storage Tank consulting services at
_____ and

WHEREAS, the O/O has requested bids from qualified firms to provide said services,
and

WHEREAS, the Vendor is qualified to provide the required services.

It is therefore mutually agreed as follows:

1. The Vendor shall perform all services called for under Request for Proposal (RFP) in accordance with the specifications in said RFP. A copy of said RFP is attached hereto and incorporated herein.
2. The O/O shall compensate the Vendor for its services under the terms and conditions of said RFP in the amount of up to \$_____, with payment to be made upon successful completion of the Project.
3. The provisions found in the Contractual Provisions attached hereto and executed by the parties to the **AGREEMENT**, are hereby incorporated in this **AGREEMENT** and made a part hereof.

IN WITNESS WHEREOF, we have hereunto set our hands below on the date specified.

Date

Owner/Operator

Date

Vendor

CONTRACTUAL PROVISIONS

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the Vendors standard contract form, then that form must be altered to contain the following provisions:

“The provisions found in the Contractual Provisions, for # O/O 101, 7/92, which is attached hereto and executed by the parties to this agreement, are hereby incorporated in this contract and made a part hereof”

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof.

I. **TERMS HEREIN CONTROLLING PROVISIONS**

It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.

I. **AGREEMENT WITH KANSAS LAW**

All contractual agreements shall be subject to, governed by, and construed to according to the laws of the State of Kansas.

I. **ANTI-DISCRIMINATION CLAUSE**

The Vendor should comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-111 et seq) and to not discriminate against any person who performs work hereunder, because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin or ancestry, or age.

I. **ACCEPTANCE OF CONTRACT**

This contract shall not be considered accepted, approved or otherwise effective until the required bonds and insurance certificates are received by the O/O.

I. **REPRESENTATIVE'S AUTHORITY TO CONTRACT**

By signing this document, the representative of the Vendor hereby represents that he/she is duly authorized by the Vendor to execute this document on behalf of the Vendor and that the Vendor agrees to be bound by the provisions thereof.

I. **RESPONSIBILITY FOR TAXES**

The Owner/Operator will not be responsible for, nor indemnify a Vendor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

Date

Owner/Operator

Date

Vendor